



Customer Number

Patent
Case No.: 56754US002

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

First Named Inventor: HESTER, JONATHAN F.

Application No.: 10/017632 Group Art Unit: 1771

Filed: December 14, 2001 Examiner: Hai Vo

Title: LAYERED SHEET CONSTRUCTION FOR WASTEWATER TREATMENT

TERMINAL DISCLAIMER UNDER 37 CFR § 1.321

CERTIFICATE OF MAILING OR TRANSMISSION [37 CFR § 1.8(a)]

I hereby certify that this correspondence is being:

deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

February 27, 2006
Date

Signed by: Douglas B. Little

Mail Stop: Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Petitioner, 3M Innovative Properties Company, a corporation of the State of Delaware having a place of business at 3M Center, St. Paul, MN, represents that it is the exclusive owner of the entire interest in the above-identified application (referred to as the "Subject Application") by virtue of an assignment recorded at Reel 012398, Frame 0196, on December 14, 2001.

Petitioner further represents that it is the exclusive owner of the entire interest in a pending second Application No. 10/437,799 (referred to as the "Second Application"), by virtue of an assignment recorded at Reel 014075, Frame 0188, on May 14, 2003. Petitioner further represents that it is the exclusive owner of the entire interest in U.S. Patent No. 6,986,428 (referred to as the "Prior Patent"), by virtue of an assignment recorded at Reel 014080, Frame 0210, on May 14, 2003. As used herein, "Second Patent" refers to a patent granted on the Second Application.

Petitioner disclaims the terminal part of any patent granted on the Subject Application (referred to as a "Subject Patent") which would extend beyond the expiration date of the full statutory term, as defined in 35 USC §§ 154 to 156 and 173 and as presently shortened by any terminal disclaimer, of the Second Patent and/or Prior Patent. Petitioner hereby agrees that the Subject Patent shall be enforceable only for and during such period that the legal title of the Subject Patent and both the Second Patent and the Prior Patent are commonly owned. This

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agreement is to run with the Subject Patent and to be binding upon the grantee, its successors, or assigns.

In making the above disclaimer, Petitioner does not disclaim any terminal part of any Subject Patent that would extend to the expiration date of the full statutory term as defined in 35 USC §§ 154 to 156 and 173 of the Second Patent or Prior Patent, as presently shortened by any terminal disclaimer, in the event such Second Patent or Prior Patent later: (1) expires for failure to pay a maintenance fee; (2) is held unenforceable or is found invalid by a court of competent jurisdiction; (3) is statutorily disclaimed in whole or terminally disclaimed under 37 CFR § 1.321; (4) has all claims canceled by a reexamination certificate; (5) is reissued; or (6) is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

Documents establishing the chain of title of the Subject Application and of the Second Application and the Prior Patent (including the aforementioned assignments and recording locations) have been reviewed and I certify that, to the best of my knowledge and belief, title is in Petitioner.

I declare that all statements made herein of my own knowledge are true and that all statements made herein on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under 18 USC § 1001 and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing thereon.

Please charge the fee provided in 37 CFR § 1.20(d) and, if necessary, charge any additional fees or credit any overpayment to Deposit Account No. 13-3723. One copy of this sheet marked duplicate is also enclosed.

Respectfully submitted,

February 27, 2000
Date

By: 
Douglas B. Little, Reg. No.: 28,439
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Office of Intellectual Property Counsel
3M Innovative Properties Company
Facsimile No.: 651-736-3833

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